

depending on an attempt to clean up the sanitation at the resort and the other utilizing the river sands for artificial improvement of the water.

Certain wells in Eldorado County were investigated in connection with the occurrence of jaundice epidemic in a school, and conclusion pretty well reached that the trouble was due to mice and rats which fell into the water.

Special Mention

A problem over water supply for the Resettlement Camp at Brawley has been solved by an agreement to compensate the city in an amount which will build an additional filter at the city waterworks and supply filtered water instead of simply settled water to this camp. The water supply in Palm Springs was investigated in connection with the complaint against conditions on White Water River. A perplexing problem has been raised by the San Francisco Water Department over the matter of various cross-connections within hotels and office buildings. The situation became noticeable in connection with the recent hotel employees strike in which new workmen came on, not familiar with the hotel piping, and, of course, wrong manipulation of the valves was a serious threat to the purity of the drinking water.

Conference was held with the engineers for the San Francisco Exposition over the avoidance of proposed cross-connection with bay waters for fire fighting purposes. The investigation into fluorids in the Twenty-Nine Palms area has already been referred to. The water supply at Oasis was resampled and inspected in connection with certification as analyses indicate that pollution is going on somewhere.

Mosquitoes

A visit was made to San Mateo County and South San Francisco in connection with mosquito abatement.

Shellfish

Oyster beds in Tomales Bay were investigated in connection with a recent quarantine, by the San Francisco Health Department, of oysters from several miles of bay shore, seemingly of virgin purity. The findings were confirmed that in certain parts of the bed the oysters are pretty badly affected with *Staphylococcus aureus* and the oysters, though not spoiled, are decidedly unfit for food. Other oyster beds in which the taking of oysters was stopped last winter, were reinspected and resampled with a view to lifting the restriction. The watershed of Drakes Bay was also gone over thoroughly, seeking out pollution that might affect extensive layings in Drakes Bay. The City Health Department of San Francisco has also quarantined clams from an area in Sobra. Investigations were started to try to clear up this situation.

Swimming Pools

Numerous inquiries continue to be received almost every day for information and literature on swimming pools. A conference was held over trying to raise the standards of swimming places in Contra Costa County. Help was also given the Berkeley Women's City Club on account of excess chlorin.

Laboratory

On routine samples run in the laboratory, opinions were rendered on thirty-eight samples analyzed for bacteria and thirty-four samples for chemical tests involving 271 determinations, and ten samples of oysters involving forty determinations.

11. VITAL STATISTICS

Marriage Increase

The first three months of 1937 show increased numbers of marriages over a corresponding period of last year. Following is the statistical detail:

	1936	1937
Total—first three months.....	12,218	12,836
January	4,201	4,409
February	4,058	4,000
March	3,959	4,427

Births

There were 633 more births registered in the State during January of 1937 than in January of 1936. In the first month of the present year, there were 7,212 births recorded while during the corresponding month of last year, there were 6,579 such events registered.

CAN COUNTY MEDICAL SOCIETIES DISCIPLINE MEMBERS?

A decision recently handed down by the Supreme Court of the State of Washington has been much discussed and is given below for readers who are interested in the principles involved:

Porter et al., vs. King County Medical Society et al.

No. 25862

SUPREME COURT OF WASHINGTON

[1] Trade-marks and trade-names and unfair competition.—Employee has no right of action against employer's competitor engaging in same business by using same means as employer.

[2] Master and servant.—Business manager employed by physicians operating clinic *held* to have no cause of action against medical society or competing clinic organized by such society because defendants employed former clinic's best solicitor; solicitor having been employed under terminable contract.

[3] Physicians and surgeons.—Incorporated medical society's constitution, charter, and by-laws *held* to constitute contract between members enforceable by courts unless immoral or contrary to law or public policy; selfishness of society's objects being immaterial if legitimate.

[4] Physicians and surgeons.—Medical society *held* entitled to adopt by-law warranting expulsion of members unauthorizedly operating clinics or engaging in group contract practice; whether by-law was just, reasonable, or wise being question of policy concerning only society and its members.

[5] Physicians and surgeons.—Medical society in enforcing by-laws for direct purpose of benefit to itself and members *held* not answerable for damage incidentally resulting to third person.

[6] Physicians and surgeons.—Members of medical society *held* bound to obey its laws, rules, and regulations or be fined, suspended, or expelled.

[7] Master and servant.—Business manager of clinic employed for unlimited term by physicians who, to avoid expulsion from medical society pursuant to by-law, were compelled to abandon their clinical and group contract practice *held* to have no cause of action for damages against society or its competing clinic.

Department Two.

Appeal from Superior Court, King County; J. T. Ronald, Judge.

Action by Frank G. Porter and others against the King County Medical Society, a corporation, and others. From a judgment of dismissal, plaintiffs appeal.

Affirmed.

Charles H. Graves, of Seattle, for appellants.

Charles F. Riddell, of Seattle, for respondents.

MILLARD, Chief Justice.

This action was instituted against the King County Medical Society, a corporation, the King County Medical Service Corporation, and certain officers, trustees, and members of the two corporations to recover damages alleged to have been sustained by the plaintiffs by reason of defendants having induced Doctors Ralph L. Sweet and Goff MacKinnon, members of the King County Medical Society, copartners, who were doing business as the Associated Physicians Clinic, to breach a contract existing between the plaintiffs and the copartnership.

The appeal is from the judgment of dismissal rendered upon the plaintiffs' refusal to plead further after a demurrer had been sustained to the complaint, upon the ground that the same failed to state facts sufficient to constitute a cause of action.

The allegations of the complaint are summarized as follows:

The King County Medical Society, a domestic corporation, is one of the constituent societies of the Washington State Medical Association, which in turn is one of the constituent societies of the American Medical Association. The King County Medical Service Corporation is a subsidiary of the King County Medical Society. The individual respondents, physicians and surgeons of Seattle, are officers, trustees, and members of either one or both the King County Medical Society and the King County Medical Service Corporation. The major portion of the practicing physicians and surgeons of King County are members of the King County Medical Society. That society, through its affiliation with the various county associations and State associations, virtually dictates and controls the policies of the medical profession and its functions and practices in

King County and dominates and controls all the accredited hospitals in King County. The King County Medical Society, through the power of its organization and activities, has created for its members a virtual monopoly of the medical profession and practice in King County, and has thereby established for its members an exorbitant schedule of fees and charges which are exacted from those requiring medical and hospital treatment. The society dominates and controls the individual business affairs and professional practice of its own members, and by threats of expulsion and other similar methods it infringes upon the right of its members to conduct their own affairs and profession as they see fit.

Within the last twelve years, individual physicians and a few groups of physicians, all active members of the King County Medical Society, organized, independently of the society, " * * * 'group medical service clinics' whereby groups of individuals and employees * * * enter into specific contracts with said clinics whereby upon payment of nominal monthly dues or fees, they are entitled to receive and do receive all necessary medical, surgical, and hospital care and treatment in case of sickness or disability. * * * "

Among the clinics thus organized in King County was the Associated Physicians Clinic, organized about twelve years ago by Doctors Sweet and MacKinnon, members in good standing of the King County Medical Society. Until September 1, 1934, these two physicians were engaged in the group medical contract practice through contracts with many large business firms of Seattle, "whereunder they furnished medical and surgical care and hospitalization to a large number of employees of such firms at the rate of one dollar per month per capita, and that virtually all of said contracts were secured for the said Associated Physicians Clinic by the plaintiff, Frank G. Porter, as particularly hereinafter set forth."

Approximately six years ago, Doctors Sweet and MacKinnon, by a written contract for an unlimited term with Frank G. Porter, employed him "as manager of their contract department to conduct generally the business end of the said clinic, particularly in securing new medical contracts for the same, to make collections of all monthly fees or dues thereunder, to furnish and maintain first-aid kits for all firms and companies under contract, to service and maintain all of said group contracts and to adjust all complaints or disagreements that might arise concerning the same; that in consideration for his said services, said agreement provided that the plaintiff, Frank G. Porter, should have and receive a sum equal to twenty-five per cent (25%) of all gross sums received upon said group service contracts; the balance thereof or seventy-five per cent (75%) of the gross going to said Associated Physicians Clinic."

At all times since the organization of such independent clinics as the one organized by Doctors Sweet and MacKinnon, the individual respondents and the King County Medical Society and a majority of its members "have been opposed to such group contract practice, in that it tended to injure the monopoly enjoyed by the society and its members in the medical profession and practice, and tended to deprive members of the society of much of their exorbitant and excessive fee practice."

About two years ago the respondents entered upon a definite, concerted campaign to destroy such contract practice, and began to harass all of said clinics on the ground that such practice was unethical. The respondents demanded that Doctors Sweet and MacKinnon and other physicians engaged in such practice abandon same. In September, 1934, Doctors Sweet and MacKinnon and the other physicians engaged in such practice were forced to abandon the same as the direct result of a conspiracy by the respondents, "all as particularly hereinafter set forth."

In order to accomplish their purpose, the King County Medical Society and the other respondents proceeded as follows:

(1) The King County Medical Society organized its own group clinic on April 7, 1933, under the corporate name of the King County Medical Service Corporation. This clinic was in all respects identical in its plan and operation with that of the Associated Physicians Clinic and the other independent clinics.

(2) The respondents employed and took away from appellants their oldest and most experienced assistant, who was familiar with all of appellants' records and with all of the then existing contracts which appellant's husband had secured for the Associated Physicians Clinic pursuant to his agreement with that clinic. This assistant, in the employ of the respondent King County Medical Service Corporation, with such knowledge of the business of the Associated Physicians Clinic, solicited the firms and companies which appellant Porter had placed under contract with the Associated Physicians Clinic and succeeded in inducing many

of such contract holders to withdraw from their contracts and take new and similar contracts with the King County Medical Service Corporation.

(3) On August 7, 1933, the respondents procured the adoption by the King County Medical Society of an amendment to the by-laws which amendment is marked Exhibit A and attached to the complaint. The amendment provides that all charges against a member of the King County Medical Society shall be made in writing to the board of trustees. The charges shall be investigated by the board at its discretion. The accused shall be given the privilege of a hearing before the board, and if the charges are found to be of sufficient moment, the charges shall, at the discretion of the board, be reported to the society with a recommendation for action. The by-law then provides:

"A member who has been found guilty of a criminal offense or of gross misconduct, either as a physician or as a citizen; or whose license to practice medicine in this state has been revoked or suspended by the State Board of Examiners; or who has committed any act which may be derogatory to the medical profession; or who shall refuse or neglect to obey the regulations of this society, or who knowingly gives false testimony as an ordinary or expert witness; or who has violated any of the provisions of these by-laws; or who shall violate the code of ethics of the American Medical Association as the same is now written, or as it may hereafter be changed; or who shall be guilty of any disloyal, seditious or treasonable utterance, writing or act against the United States, or who shall engage in contract practice unless the same shall previously have been authorized by the Board of Trustees of this Society, or who as physician or surgeon shall serve on the staff of or perform work for the patients of, or shall perform work in any institution or group or organization unless such services or work shall previously have been authorized by the Board of Trustees of this Society, shall be liable to censure, suspension or expulsion. Censure, suspension or expulsion shall require a two-thirds affirmative vote of the members present and voting at a regular meeting. Written notice of the charges preferred must be given to the accused, and to each member of the society, ten days in advance of such meeting. Opportunity for the accused to be heard in his own defense shall be given before a vote of the Society is taken on his censure, suspension or expulsion.

"A member under suspension may be reinstated to active membership by a two-thirds affirmative vote of members present and voting at a regular meeting."

(4) Soon after the passage of the aforesaid amendment to the by-laws, the society threatened the expulsion of Doctors Sweet and MacKinnon unless they abandoned their contract practice, including their contract with appellant Porter, as well as all contracts covering their group service with their patients. The society further demanded of the two doctors that they surrender and turn over to the society and to its subsidiary clinic, the King County Medical Corporation, all of their books and records in connection with their said contract practice as the Associated Physicians Clinic, "all of which Doctors Sweet and MacKinnon, at first, failed and refused to do."

(5) On March 19, 1934, respondent Arthur C. Crookall, a leading member of the King County Medical Society, filed written charges, signed by thirty members of the medical society, "charging said Doctors Sweet and MacKinnon with unethical conduct under said by-law's amendment, on account of their continuing to engage in a medical service contract practice not authorized by the Board of Trustees of said Society, in defiance of the said by-law amendment, and which resolution demanded that the Board of Trustees of the society carry out the necessary action to deprive Doctors Sweet and MacKinnon of membership in the society and urgently requesting said trustees to take prompt and drastic action against said physicians Sweet and MacKinnon without compromise; a true copy of which resolution is herewith attached, marked Exhibit 'B' and made a part of this complaint. That said resolution was adopted and approved by said society, and thereupon the defendants served upon Doctors Sweet and MacKinnon notice of the charges against them and the terms of said resolution, and then cited said physicians to appear before the society to show cause, if any they had, why they should not be expelled from membership in said society."

By reason of the filing of the charges and because of the action it was known the respondent medical society would take against them, Doctors Sweet and MacKinnon, on September 1, 1934, abandoned their contract with appellant Porter.

At the commencement of appellant Porter's services with Doctors Sweet and MacKinnon, the volume of their contract practice was relatively small. During the ensuing six years, the appellant Porter, through his service, industry, and organization, increased and built up the contract practice of the Associated Physicians Clinic to large proportions.

" * * * That at the beginning of the wrongful attacks upon said clinic by the defendants, as aforesaid, he had increased its practice to the extent of having approximately one hundred firms or companies under contract therewith and was servicing in excess of two thousand of their employees, yielding a gross sum or revenue of over two thousand dollars (\$2,000.00) per month, one fourth of which being received by the plaintiff under and by virtue of his said contract; that by reason thereof and a result of his own labor and industry, as aforesaid he had created in and given to his said contract a high and lasting value, as well as making same correspondingly valuable to Doctors Sweet and MacKinnon, and which, but for the wrongful acts of the defendants, as hereinbefore stated, would have become increasingly valuable to plaintiff for many years to come."

[1] We do not understand that appellants seriously contend that the organization of the King County Medical Service Corporation by the King County Medical Society as a competitor of the Associated Physicians Clinic would constitute a cause of action against the respondent corporations and the other respondents who are officers and members of the two corporations. An employee has no right of action against an individual or a group of individuals who organize to compete with his employer and to engage in the same business by the use of the same means which his employer uses.

[2] We agree with counsel for respondents that the only ones (if any one may) who may complain of the competition of respondents with the business of Doctors Sweet and MacKinnon are the doctors named. Appellants have no cause of action against respondents because the latter employed appellants' best solicitor. Appellants' solicitor was employed under a terminable contract. That being so, the employment of that solicitor by respondents does not constitute a cause of action in favor of appellants. *J. J. Case Threshing Machine Company vs. Fisher & Aney*, 144 Iowa, 45, 122 N. W. 575.

[3-6] It is unnecessary to discuss the question of whether the character of the medical contract service is ethical or unethical. Doctors Sweet and MacKinnon were members of the medical society twelve years ago and have been continuously members ever since that time. The constitution, charter, and by-laws of the medical society constitute a contract between the members of the society which the courts will enforce if not immoral or contrary to public policy or the law of the land. (16 R. C. L. 422.) That is to say, Doctors Sweet and MacKinnon, under their contract with the medical society, were required to obey the by-laws of the society or by breach thereof subject themselves to the penalty of suspension or expulsion from the society. It is not at all material how selfish or unselfish the objects of the medical society are if same are legitimate. It cannot be successfully contended that the medical society did not have the right to adopt the by-law in question. Whether such by-law or rule was just, reasonable, or wise is a question of policy which concerns only the medical society and its members. The medical society, in the enforcement of its by-laws for the direct purpose of benefit to itself and to its members, is not answerable for damage incidentally resulting to a third person. So long as one remains a member of the medical society, such member can be compelled under his contract with the society to obey the laws, rules and regulations of the society or suffer the penalty of fine, suspension, or expulsion. The rule that the enforcement of a by-law such as the one involved in the case at bar does not constitute coercion is sustained in *Seymour Ruff & Sons, Inc., vs. Bricklayers, etc., Union*, 163 Md. 687, 164 A. 752, 757, where the court said:

"Whether an order of a union directing its members not to serve a particular employer is lawful is discussed in 16 R. C. L. 448, where it is said: 'In a number of decisions the question has been raised whether it is lawful for a labor union to order its employees not to serve a particular employer. One court has reached the conclusion that the imposition of fines upon members of a labor union to compel them to join a strike has the effect of intimidating such persons and is therefore unlawful. (*L. D. Willcutt, etc., Company vs. Driscoll*, 200 Mass. 110, 85 N. E. 897, 23 L.R.A. (N.S.) 1236.) But this conclusion is opposed to practically all of the decisions on the subject. The decisions are practically in harmony in holding that it is within the power of labor unions, and it is lawful for them, to instruct or order their members not to accept employment with an individual, or to continue in such person's employment, where the action of a union is justifiable in the sense that it is to promote the welfare of the members of the union. Accordingly, the enforcing of a by-law forbidding members of the union to serve one who has broken a contract with its members does not amount to intimidation. Neither a fine or other disciplinary action under such by-law would be unlawful as to members who voluntarily subject them-

selves to the provision of such by-law. They are left free to enter the employment of the prescribed employer, although practically they are compelled to choose between the benefits of such employment and membership in the union. (*Rhodes Bros. Company vs. Musicians' Protective Union Local No. 198, etc.*, 37 R. I. 281, 92 A. 641, L. R. A. 1915E, 1037 and notes.) Similarly, it has been decided that a labor union may lawfully order its members not to work on premises where work is being done by employers who are deemed to be unfair to union labor.'

"This question was also discussed in *McCarter vs. Baltimore Chamber of Commerce*, 126 Md. 131, 94 A. 541, 543, where reference was made to *Bohn Manufacturing Company vs. Hollis*, supra [54 Minn. 223, 55 N. W. 1119, 21 L.R.A. 337, 40 Am. St. Rep. 319], the facts of which were reviewed and the finding of the court approved in *Kinglet's Pharmacy vs. Sharpe & Dohme*, supra [104 Md. 218, 64 A. 1029, 7 L. R. A. (N.S.) 976, 118 Am. St. Rep. 399, 9 Ann. Cas. 1184]. On the question as to whether the by-law providing for expulsion was coercive, the court said: 'But this involved no element of "coercion" or "intimidation," in the legal sense of those terms. * * * Nor was any coercion proposed to be brought to bear on the members of the association, to prevent them from trading with the plaintiff. After they received the notices, they would be at entire liberty to trade with plaintiff, or not, as they saw fit. By the provisions of the by-laws, if they traded with the plaintiff, they were liable to be "expelled"; but this simply meant to cease to be members. It was wholly a matter of their own free choice which they preferred—to trade with the plaintiff, or to continue members of the association.'"

In *Bohn Manufacturing Company vs. Hollis*, 54 Minn. 223, 55 N. W. 1119, 1120, 21 L. R. A. 337, 40 Am. St. Rep. 319, in which an association of lumber dealers was sued for incidental injury resulting to a third person, the court said: "They agree among themselves that they will not deal with any wholesale dealer or manufacturer who sells directly to customers, not dealers, at a point where a member of the association is doing business, and provide for notice being given to all their members whenever a wholesale dealer or manufacturer makes any such sale. That is the head and front of defendants' offense. * * * Nor was any coercion proposed to be brought to bear on the members of the association, to prevent them from trading with the plaintiff. After they received the notices, they would be at entire liberty to trade with plaintiff, or not, as they saw fit. By the provisions of the by-laws, if they traded with the plaintiff, they were liable to be 'expelled'; but this simply meant to cease to be members. It was wholly a matter of their own free choice, which they preferred—to trade with the plaintiff, or to continue members of the association."

To the same effect is *Booker & Kinnaird vs. Louisville Board of Fire Underwriters*, 188 Ky. 771, 224 S. W. 451, 454, 21 A. L. R. 531. That involved a case where an association of insurance men prohibited members from representing more than one company. The by-law was enforced and the offending company expelled. Its business was ruined. Whereupon it instituted an unsuccessful suit against the association. In the opinion in that case the court said:

"In other words, these by-laws oblige members of the board to confine their insurance business to companies who have board agents, and forbid members to give to or accept insurance business from non-board agents and thereby limit the business rights that agents who are members of the board might exercise if they were not members. * * *

"In almost every profession and every business there are associations or lodges or boards, organized by persons engaged in particular lines of industry or following certain professions, that have for their sole purpose the protection and promotion of the best interest of the business or profession in which they are engaged. And bodies like these, acting in a collective capacity, may, in a quiet orderly way when their interests demand it, refuse to deal with or have any business relations with any other person or persons they choose, although the effect of such combined action is to boycott the objectionable person, very much in the same way as the boycott put into effect in this case against Booker & Kinnaird.

"But this character of boycott does not fall under the condemnation of the law. If it did, no persons acting in concert for their own benefit could refuse to have business relations with or terminate their existing business relations with persons they have theretofore transacted business with. * * *

"Booker & Kinnaird have preferred to remain outside of the board and compete with its members, while at the same time insisting that the members shall resume business relations with them. In brief, it would appear that Booker & Kinnaird want to force the board members to renounce the board rules and regulations and deal with them, while the board members prefer to stand together and have no

business relations with Booker & Kinnaird. As I look at it, each of the parties is within their legal rights—one, in refusing to leave the board; the other, in refusing to return to it—and neither has any legal cause for complaint against the other. * * * The further effect would be to take from the members the right to expel any member who refused to observe the by-laws of the board, and the inevitable effect of all this would be the destruction of the board in so far as its usefulness as a business organization was concerned."

In *Cohn & Roth Electric Company vs. Bricklayers', etc., Local Union No. 1*, 92 Conn. 161, 101 A. 659, 660, 6 A.L.R. 887, the Supreme Court of Errors of Connecticut announced the rule as follows:

"These by-laws create an agreement on the part of these several unions and all of their members, binding upon them, that their members will not work for any employer employing nonunion men on that job, nor for any nonunion contractor, nor on any job sublet to any contractor by any open shop or nonunion contractor. Interpreted together, these several by-laws constitute an agreement, which membership imposed upon all members of defendant unions, that they would not work on any job on which nonunion men or employers are at work.

"All members of defendant unions have ceased to work and refused to work on any building when the nonunion employees of the plaintiff have commenced work on such building. * * *

"The end the defendants had in view by their by-laws was the strengthening of their unions. That was a legitimate end. There is no indication that the real purpose of the defendants was injury to the plaintiff, or the nonunion men it employed. Whatever injury was done the plaintiff was a consequence of trade competition, and an incident to a course of conduct by the defendants, begun and prosecuted for their own legitimate interests. The means adopted were lawful; no unlawful compulsion in act or word was present."

[7] The weight of authority is to the effect that in pursuing its legitimate objects an association has the right to coerce a member by fine, suspension, or expulsion, and the association will not, nor will its members be, liable in damages to those who may be directly or indirectly injured by such efforts. So long as a member remains in the association, he is subject to the coercive effect of a penalty exacted for breach of a by-law of the association. If he does not desire to abide by the obligations of his contract of membership, he may abandon his membership. No right of appellants, who were nonmembers, was invaded by respondent medical society when it established its code of ethics and insisted upon compliance therewith through threat of expulsion of an offending member. We agree with counsel for respondents that, viewed as an association engaged in promoting the interests of its membership, the enforcement of solidarity by threat of expulsion of one of its own members creates no cause of action for the incidental damage resulting to an employee of that member who has a contract of employment "for an unlimited term."

The judgment is affirmed.

Blake, Main, Holcomb, and Beals, JJ., concur.

PRESS CLIPPINGS

The daily press frequently print items having a direct or indirect relationship to medical practice. In the current issue some of such are given space for the information of readers.

Government Medicine

This momentous thing of putting the Federal Government into the medical field, now brought to a head by the President's direct proposals to the American Medical Association, is not going to be solved by any one simple prescription. The eventual remedy for maladjustment of medical facilities in this country will have to be worked out by joint consultation of the doctor, the patient and governing officials.

Physicians as a group, naturally, rebel at the idea of federalized medicine in any form. The more successful they are, the more they rebel. They contend that after the rigorous training required of a modern doctor he should not be regimented, like a worker in a pick-and-shovel relief gang, for government service.

The patient, too, despite the fact that he may at times lament the costs of a private physician, is loath in most cases to intrust himself and his family to the care of some salaried public doctor who he feels may not be as interested in his work as the private physician.

It is obvious, on the other hand, that the requirements of modern society for organized medical care are growing

tremendously. County and city hospitals are taxed with the care of emergency cases that cannot, in common humanity, be rejected. There undoubtedly is something to the argument that this overflowing burden is becoming a concern of federal agencies.

The imperative requirement is that the solution be worked out so that neither the patient nor the physician will suffer an injustice. Senator Lewis in his reputedly blunt demand upon the Medical Association to consider itself as a government official smacks too strongly of ill-considered regimentation of the worst kind. Doctors cannot be ordered arbitrarily into federal service with any expectation of benefit to anybody.

Some development of the clinic idea, with rigid supervision by the Medical Association itself, may be the eventual solution. The poor must not be neglected. But they will not be aided by any policy which makes their doctors virtual "yes men" of political superiors.—Editorial, *Los Angeles Times*.

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Charities Give Aid to Many

Total of 225,000 Get Help in County During Fiscal Year

Food, shelter and medical treatment were furnished to more than 225,000 residents of Los Angeles County by the County Department of Charities during the fiscal year ending June 30 last, according to a report on file yesterday in the office of Rex Thomson, superintendent of the county's welfare activities.

Major Divisions

The figures of the four major divisions of the department are as follows:

Bureau of indigent relief: Assistance provided 77,243 cases, representing approximately 154,000 individuals.

General Hospital: Medical treatment provided for 67,187 patients acutely ill.

County Farm: Medical treatment and ward care given 4,479 inmates incapacitated by chronic ailments and advanced age.

Olive View Sanatorium: Surgical treatment and ward care given 1,731 patients suffering from tuberculosis.

Cases Increase

The report from the bureau of indigent relief discloses an increase of 19.3 per cent in the case load because of the number of persons receiving aged and blind aid. This increase is largely due to the liberalization of the old age pension laws by the State Legislature.

More than 35,000 applications for aged and blind aid were received in two years. All were investigated by the bureau of indigent relief as required by the law.

During 1935-1936 a total of 8,645 cases were forwarded to the Board of Supervisors for approval. In the last twelve months this figure was increased to 17,419. At the end of the fiscal year only 3,300 applications remained incomplete, according to the report.

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\$87.50 Aid Cost Per Capita

516,440 Relief Clients Here Last Year

In 1925, indigent and unemployed relief costs in Los Angeles County were 92 cents per capita of taxpayers.

Now the cost is \$87.50 per capita of taxpayers.

And, in a twelve months' period just ended, 2,046,614 persons—a large proportion of them indigent—flocked into California.

Rex Thomson, superintendent of charities, revealed this appalling situation in a report yesterday.

516,440 on Relief

For the year surveyed, ending last April 30, there were 516,440 persons in the county receiving relief of some kind from national, state, or county sources, he stated. This is equivalent of 19.36 per cent of the entire population here.

The percentage of relievers dropped slightly less than 4 per cent below the totals for the preceding twelve months' period, but relief costs jumped \$29.37 per taxpayer for the period, he declared.

Plea for U. S. Aid

Harry L. Hopkins, federal administrator, yesterday was given these figures in Washington by Thomson in conjunction with the county's urgent plea for major federal and state assistance in carrying the growing local relief load.

Influx of unemployed transients has grown alarmingly in recent months, Thomson's report showed. No figures were available to reveal the percentage of those coming here who are without means to support themselves, the State Department of Agriculture reported. Of the total of